

State of Hawaii
Department of Human Service
Office of Youth Services

Request for Proposals

RFP No. HMS-503-13-03

**In-Facility Sex Offender and Victim
Services**

March 8, 2013

Note: *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

March 8, 2013

REQUEST FOR PROPOSALS

In-Facility Sex Offender and Victim Services

RFP No. HMS-503-13-03

The Department of Human Services (DHS), Office of Youth Services (OYS), is requesting proposals from qualified applicants to provide appropriate assessment and services for the care, custody, and rehabilitation of male and female juvenile sex offenders and victims incarcerated at the Hawaii Youth Correctional Facility (HYCF). Services shall be provided on the grounds of the HYCF, after school hours, evenings, and on weekends.

The contract term will commence on or after July 1, 2013 and continue for two years. The contract may be extended for an additional two years, contingent upon program performance and the availability of funds. A single contract will be awarded under this request for proposals.

One (1) original and three (3) copies of the proposal shall be mailed and postmarked by the United States Postal Service (USPS) on or before midnight, Hawaii Standard Time (H.S.T.) April 26, 2013 or hand delivered no later than **4:30 p.m., Hawaii Standard Time (HST), on Friday, April 26, 2013**, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. Deliveries by private mail services such as Federal Express (FedEx) and United Postal Service (UPS) shall be considered hand deliveries. There are no exceptions to this requirement.

The Office of Youth Services will conduct an orientation on Thursday, March 14, 2013 from 10:00 a.m. to 12:00 p.m. HST, at Office of Youth Services, 707 Richards Street, Suite 525 (Conference Room), Honolulu, Hawaii. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 12:00 midnight HST, on March 22, 2013. All written questions submitted by March 22, 2013 will receive a written response from the State on or about April 5, 2013.

Inquiries regarding this RFP should be directed to the RFP contact person, Merton Chinen, Office of Youth Services, 707 Richards Street, Suite 707, telephone: (808) 587-5712, fax: (808) 587-5734, e-mail: mchinen@dhs.hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED:
ONE (1) ORIGINAL AND THREE (3) COPIES OF THE PROPOSAL ARE
REQUIRED**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN April 26, 2013 and received by the state purchasing agency no later than 10 days from the submittal deadline.

All Mail-ins

State of Hawaii
Department of Human Services
Office of Youth Services
707 Richards Street, Suite 525
Honolulu, Hawaii 96813

OYS RFP COORDINATOR

Merton Chinen
For further information or
inquiries:
Phone: (808) 587-5712
Fax: (808) 587-5734
e-mail:
mchinen@dhs.hawaii.gov

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITES UNTIL 4:30 P.M., Hawaii Standard Time (HST), April 26, 2013. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m, April 26, 2013.

Drop-off Sites

State of Hawaii
Department of Human Services
Office of Youth Services
707 Richards Street, Suite 525
Honolulu, Hawaii 96813

RFP Table of Contents

Section 1 Administrative Overview

1.1	Procurement Timetable.....	1-1
1.2	Website Reference	1-2
1.3	Authority	1-2
1.4	RFP Organization	1-3
1.5	Contracting Office	1-3
1.6	RFP Contact Person.....	1-3
1.7	Orientation	1-4
1.8	Submission of Questions	1-4
1.9	Submission of Proposals.....	1-4
1.10	Discussions with Applicants.....	1-6
1.11	Opening of Proposals.....	1-6
1.12	Additional Materials and Documentation.....	1-7
1.13	RFP Amendments	1-7
1.14	Final Revised Proposals.....	1-7
1.15	Cancellation of Request for Proposals.....	1-7
1.16	Costs for Proposal Preparation	1-7
1.17	Provider Participation in Planning.....	1-7
1.18	Rejection of Proposals	1-8
1.19	Notice of Award	1-8
1.20	Protests.....	1-8
1.21	Availability of Funds	1-9
1.22	General and Special Conditions of the Contract.....	1-9
1.23	Cost Principles.....	1-9

Section 2 - Service Specifications

2.1.	Introduction	
	A. Overview, Purpose or Need	2-1
	B. Planning activities conducted in preparation for this RFP.....	2-1
	C. Description of the Service Goals	2-1
	D. Description of the Target Population to be Served.....	2-1
	E. Geographic Coverage of Service	2-1
	F. Probable Funding Amounts, Source, and Period of Availability.....	2-1
2.2.	Contract Monitoring and Evaluation	2-2
2.3.	General Requirements.....	2-2
	A. Specific Qualifications or Requirements	2-2
	B. Secondary Purchaser Participation	2-4
	C. Multiple or Alternate Proposals.....	2-4
	D. Single or Multiple Contracts to be Awarded	2-4
	E. Single or Multi-Term Contracts to be Awarded	2-4
2.4.	Scope of Work	2-5
	A. Service Activities.....	2-5

B. Management Requirements	2-7
C. Facilities.....	2-10
2.5. Compensation and Method of Payment.....	2-10

Section 3 - Proposal Application Instructions

General Instructions for Completing Applications	3-1
3.1. Program Overview.....	3-2
3.2. Experience and Capability.....	3-2
A. Necessary Skills.....	3-2
B. Experience.....	3-2
C. Quality Assurance and Evaluation.....	3-2
D. Coordination of Services.....	3-2
E. Facilities.....	3-3
3.3. Project Organization and Staffing	3-3
A. Staffing	3-3
B. Project Organization.....	3-3
3.4. Service Delivery	3-4
3.5. Financial	3-4
A. Pricing Structure.....	3-4
B. Other Financial Related Materials.....	3-5
3.6. Other	3-5
A. Litigation	3-5

Section 4 – Proposal Evaluation

4.1. Introduction.....	4-1
4.2. Evaluation Process.....	4-1
4.3. Evaluation Criteria.....	4-2
A. Phase 1 – Evaluation of Proposal Requirements.....	4-2
B. Phase 2 – Evaluation of Proposal Application	4-2
C. Phase 3 – Recommendation for Award	4-5

Section 5 – Attachments

- Attachment A. Proposal Application Checklist
- Attachment B. Sample Proposal Table of Contents
- Attachment C. Draft Special Conditions

Section 1

Administrative Overview

Section 1

Administrative Overview

Applicants are encouraged to read each section of the RFP thoroughly. While sections such as the administrative overview may appear similar among RFPs, state purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	03/08/13
Distribution of RFP	03/08/13
RFP orientation session	03/14/13
Closing date for submission of written questions for written responses	03/22/13
State purchasing agency's response to applicants' written questions	04/04/13
Discussions with applicant prior to proposal submittal deadline (optional)	
Proposal submittal deadline	04/26/13
Discussions with applicant after proposal submittal deadline (optional)	
Final revised proposals (optional)	
Proposal evaluation period	05/07-10/13
Provider selection	
Notice of statement of findings and decision	05/14/13
Contract start date	07/01/13

1.2 Website Reference

The State Procurement Office (SPO) website is <http://hawaii.gov/spo>

For	Click on “Doing Business with the State” tab or
1 Procurement of Health and Human Services	http://hawaii.gov/spo/health-human-svcs/doing-business-with-the-state-to-provide-health-and-human-services
2 RFP website	http://hawaii.gov/spo/general/procurement-notice-for-solicitations
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://hawaii.gov/spo/general/statutes-and-rules/procurement-statutes-and-administrative-rules
4 Forms	http://hawaii.gov/spo/statutes-and-rules/general/spo-forms
5 Cost Principles	http://hawaii.gov/spo/health-human-svcs/cost-principles-for-procurement-of-health-and-human-services
6 Standard Contract -General Conditions, AG103F13	http://hawaii.gov/spo/general/gen-cond/general-conditions-for-contracts
7 Protest Forms/Procedures	http://hawaii.gov/spo/health-human-svcs/protestsreqforreconsideration/protests-requests-for-reconsideration-for-private-providers

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at <http://hawaii.gov>)

For	Go to
8 Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/splash/welcome.html
9 Department of Taxation	http://hawaii.gov/tax/
10 Wages and Labor Law Compliance, HRS §103-055	http://capitol.hawaii.gov/hrscurrent
11 Department of Commerce and Consumer Affairs, Business Registration	http://hawaii.gov/dcca click “Business Registration”
12 Campaign Spending Commission	http://hawaii.gov/campaign

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview: Provides applicants with an overview of the procurement process.

Section 2, Service Specifications: Provides applicants with a general description of the tasks to be performed, delineates provider responsibilities, and defines deliverables (as applicable).

Section 3, Proposal Application Instructions: Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation: Describes how proposals will be evaluated by the state purchasing agency.

Section 5, Attachments: Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

**Department of Human Services
Office of Youth Services
707 Mililani Street, Suite 525
Honolulu, Hawaii 96813**

e-mail: mchinen@dhs.hawaii.gov

Phone: (808) 587-5712 Fax: (808) 587-5734

1.6 RFP Contact Person

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

**Merton Chinen
e-mail: mchinen@dhs.hawaii.gov**

Phone: (808) 587-5712 Fax: (808) 587-5734

1.7 Orientation

An orientation for applicants in reference to the request for proposals will be held as follows:

Date:	03/14/13	Time:	10:00 a.m. - 12:00 p.m.
Location:	Office of Youth Services, 707 Richards Street, Suite 525, Honolulu, Hawaii		

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

1.8 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date:	03/22/13	Time:	4:30 p.m.	HST
--------------	-----------------	--------------	------------------	------------

State agency responses to applicant written questions will be provided by:

Date:	04/04/13
--------------	-----------------

1.9 Submission of Proposals

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in subsection 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200).** Provides applicant proposal identification.
2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.

3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Hawaii Compliance Express (HCE).** All providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for online compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS) , Department of Labor and Industrial Relations (DLIR) , and Department of Commerce and Consumer Affairs (DCCA) . There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to **subsection 1.2**, Website Reference, for HCE's website address.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from DOTAX and the IRS. (See subsection 1.2, Website Reference for DOTAX and IRS website address.)
 - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. (See subsection 1.2, Website Reference for DLIR website address.)
 - **DCCA Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the DCCA, Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See subsection 1.2, Website Reference for DCCA website address.)

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS §103-55, at the Hawaii State Legislature website. (See subsection 1.2, Website Reference for DLIR website address.)
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to HRS §11-355. (See subsection 1.2, Website Reference for Campaign Spending Commission website address.)
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note that price is not considered confidential and will not be withheld.

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
 - 1. Postmarked after the designated date; or
 - 2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 - 3. If hand delivered, received after the designated date and time.

The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

1.10 Discussions with Applicants

- A. **Prior to Submittal Deadline.** Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- B. **After Proposal Submittal Deadline -** Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR §3-143-403.

1.11 Opening of Proposals

Upon the state purchasing agency's receipt of a proposal at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time-stamped. All documents so received shall be held in a secure place by the state purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

1.12 Additional Materials and Documentation

Upon request from the state purchasing agency, each applicant shall submit additional materials and documentation reasonably required by the state purchasing agency in its evaluation of the proposals.

1.13 RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for final revised proposals.

1.14 Final Revised Proposals

If requested, final revised proposals shall be submitted in the manner and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's final revised proposal. *The applicant shall submit **only** the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPOH-200).* After final revised proposals are received, final evaluations will be conducted for an award.

1.15 Cancellation of Request for Proposal

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State.

1.16 Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

☐ are required

☒ are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals, if conducted in accordance with HAR §§3-142-202 and 3-142-203.

1.18 Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons:

- (1) Rejection for failure to cooperate or deal in good faith. (HAR §3-141-201)
- (2) Rejection for inadequate accounting system. (HAR §3-141-202)
- (3) Late proposals (HAR §3-143-603)
- (4) Inadequate response to request for proposals (HAR §3-143-609)
- (5) Proposal not responsive (HAR §3-143-610(a)(1))
- (6) Applicant not responsible (HAR §3-143-610(a)(2))

1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive.

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. (See subsection 1.2, Website Reference for website address.) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be postmarked by USPS or hand delivered to 1) the head of the state purchasing agency conducting the protested procurement and 2) the procurement officer who is conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: David Hipp	Name: Kerry Kiyabu
Title: Executive Director	Title: Administrative Services Manager
Mailing Address: 707 Richards Street, Suite 525 Honolulu, Hawaii 96789	Mailing Address: 707 Richards Street, Suite 525 Honolulu, Hawaii 96789
Business Address: same as above	Business Address: same as above

1.21 Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to HRS Chapter 37, and subject to the availability of State and/or Federal funds.

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See subsection 1.2, Website Reference for website address.) Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

1.23 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPOH-201, which is available on the SPO website. (See subsection 1.2 Website Reference for website address.) Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The Hawaii Youth Correctional Facility (HYCF) receives a number of youth who have committed sex offenses. In addition, many youth committed to incarceration are victims of sex abuse. Should these issues be unresolved, future criminal and other anti-social behaviors will more than likely continue. The primary purpose of the requested service is to provide youth with the tools and skills necessary for responsible decision-making, to assist youth to resolve sexually-related issues, and to prevent youth from further involvement in the juvenile justice system.

B. Planning Activities conducted in preparation for this RFP

The OYS posted an RFI on the Procurement Notice System (PNS) website on January 11, 2013 to gather information to assist in the development of this RFP. Additionally, OYS consulted with staff from the HYCF. The information obtained from the RFI and HYCF staff were considered in developing this RFP.

C. Description of the goals of the service

The requested service shall seek to reduce those risk factors that contribute to the youth's probability of committing sex-related offenses and to assist youth who are victims of sex abuse to cope and manage their lives in a healthier manner.

D. Description of the target population to be served

The target populations for the requested services are male and female youth incarcerated at the HYCF and referred by the HYCF staff. It is estimated that an average of eight (8) youth per month will be provided face-to-face therapeutic services and the average active caseload will be approximately thirteen (13) youth. Please note that these figures are estimates only and the actual referral and caseload numbers may be higher or lower.

E. Geographic coverage of service

The applicant shall provide services to youth incarcerated on the grounds of the HYCF.

F. Probable funding amounts, source, and period of availability

Approximate General Amount	Approximate Federal Amount	Approximate Total Amount
-------------------------------	-------------------------------	-----------------------------

FY 14	\$62,000.00	\$ -0-	\$62,000.00
FY 15	\$62,000.00	\$ -0-	\$62,000.00
FY 16	\$62,000.00	\$ -0-	\$62,000.00
FY 17	\$62,000.00	\$ -0-	\$62,000.00

1. The initial contract period shall be for 2 years. Contracts may be multi-term and may be extended, at the discretion of the OYS, up to 2 additional 12-month periods up to a maximum of 4 years. The option for renewal or extension shall be based on the program's satisfactory performance and the availability of funds.
2. The OYS reserves the right to modify the scope of services due to unanticipated future events. There may be unique circumstances, not limited to federal grants, that require modifications be made to continue or improve services. Additionally, should available funding be increased or decreased, the OYS reserves the right to add in additional funds or decrease funds at its discretion.

2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

2.3 General Requirements

A. Specific qualifications or requirements, including but not limited to licensure or accreditation

The Contractor shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201, which can be found on the SPO website (see Section 5, POS Proposal Checklist, for the website address).

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract, until the State certifies that the Contractor's work

has been completed satisfactorily. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$2,000,000 combined single limit <u>per occurrence</u> for bodily injury and property damage
Automobile	Bodily injury \$1,000,000/ <u>person</u> \$1,000,000/ <u>occurrence</u> Property damage \$1,000,000/ <u>accident</u>
Professional Liability (if applicable)	\$1,000,000/ <u>claim</u> \$2,000,000 <u>annual aggregate</u>

Each insurance policy required by this contract shall contain the following clauses:

1. *"The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii."*
2. *"It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."*

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

Automobile liability insurance shall include excess coverage for the Contractor's employees who use their own vehicles in the course of their employment.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

The Contractor shall immediately provide written notice to the contracting department or agency should any of the insurance policies be cancelled, limited in scope, or not be renewed upon expiration.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Office of Youth Services to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

B. Secondary purchaser participation
(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

None

C. Multiple or alternate proposals
(Refer to HAR §3-143-605)

☐ Allowed ☒ Unallowed

D. Single or multiple contracts to be awarded
(Refer to HAR §3-143-206)

☒ Single ☐ Multiple ☐ Single & Multiple

Criteria for multiple awards:

E. Single or multi-term contracts to be awarded
(Refer to HAR §3-149-302)

☐ Single term (2 years or less) ☒ Multi-term (more than 2 years)

Contract terms:

The initial contract period shall be for two (2) years. Contracts may be multi-term and may be extended, at the discretion of the OYS, up to two (2) additional 12-month periods up to a maximum of four (4) years. The option for renewal or extension shall be based on the program's satisfactory performance and the availability of funds.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

G. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

1. Services provided to youth shall be research-based “best practices” that have demonstrated to be effective in identifying and reducing needs and risk factors, increasing assets, and reducing recidivism or anti-social behaviors in sex offenders and victims of sex abuse. Proposals shall describe the overall program model and provide data or information on research and studies completed that qualifies the proposed service as a “best practice” for the target population.
2. Youth referred for services may be required by the HYCF to participate in services provided by the applicant. Direct services to youth will normally be provided on a weekly basis. The frequency of direct services may be increased or decreased based upon an assessment(s) of the risk and needs of the youth.
3. The proposal shall describe how each of the following activities will be addressed and provided to youth:
 - a. Risk and Needs Assessment. Prior to providing services to youth, an assessment of needs shall be completed to determine the type of sex offender or victim services required. Additional assessments may also be completed to determine the level and intensity of services needed by youth. The applicant shall submit a sample of the type of risk and needs assessment instrument(s) to be utilized and shall describe how it will re-assess the risk levels and needs of youth. Applicant shall conduct an assessment of the youth if a previous assessment was not completed within a year of referral or as requested by the HYCF. Applicant shall re-assess youth annually or as requested by the HYCF.
 - b. Case Management. Services to youth shall be comprehensive, consistent, individualized, and holistic in nature. Applicants shall implement a case management system that includes, but is not limited to, individual assessments and determination of functioning levels; identification of service needs; development of individualized service plans and resource identification; development of transitional and community re-integration plans; coordination, monitoring, and assessment of services provided; and periodic review and revision, if necessary, of the service plans.

The applicant shall submit a description of the case management system to be utilized.

- c. Cognitive Behavior Program. Changing beliefs, attitudes, and thinking patterns provide youth with the basis for long-term, pro-social changes. The applicant shall provide a description of their cognitive behavior modification plan including frequency of counseling sessions and describe how changes in youth will be measured. Methods other than the cognitive behavioral approach may be utilized if an alternative approach has been determined to be more effective in addressing the needs of youth.
- d. Relapse Prevention. The applicant shall provide a general description of its relapse prevention strategy.
- e. Additional Assessments. For youth confined at the HYCF, the applicant may recommend, coordinate, and arrange for additional assessment and consultative services as appropriate and as approved by the HYCF.
- f. Referral to Appropriate Resources. For youth released into the community on furlough and parole, the applicant may refer youth to other appropriate community-based programs and agencies for services, including the continuation of sex offender and victim services.
- g. Participation in Meetings. The applicant shall participate in meetings with representatives of the HYCF, Family Court (FC), Department of Education (DOE), Department of Health (DOH), and other pertinent agencies when requested. The purpose of these meetings is to coordinate services with agencies and to update the agencies on issues, concerns, progress, and problems relating to the provision of services to youth and may be one or more times a week.
- h. Staffing Overage: The applicant shall provide a staff replacement for employees who are absent for longer than 7 calendar days.
- i. Reports: Applicant shall submit assessments of youth within 3 weeks of receipt of referral or as requested by the HYCF. Monthly progress reports shall also be submitted to the HYCF.
- j. Training: Applicant shall provide sex offender and victim training to HYCF staff that will include, but not limited to, sex offender etiology, sex offender and victim concepts and theories.

H. Management Requirements (Minimum and/or mandatory requirements)**1. Personnel**

- a. Staff providing direct services shall be at a master's level or higher in social sciences or humanities with a minimum of two (2) years experience in providing sex offender and/or sex abuse assessment and treatment services to juveniles. The applicant may establish higher minimum qualifications for the aforementioned qualifications.
- b. The applicant shall ensure that employees do not have a criminal history or background which poses a risk to youth. The applicant shall conduct employment and reference checks on all employment applicants. In addition, prior to providing direct services to youth, criminal history record checks (State and FBI Criminal History Check, Sex Offender Registry, and the Child Abuse and Neglect Registry Clearance), shall be conducted, as allowed by statutes or rules, for any person who is employed or volunteers in a position which necessitates close proximity to children or adolescents. Documentation of criminal history record checks shall be maintained in the employee's or volunteer's personnel file and shall be available for review. Criminal history records checks, except for the FBI fingerprint check, shall be conducted annually or as required for licensing purposes. National criminal history checks shall be completed by the applicant if the applicant is unable to process a criminal history check through the F.B.I..
- c. Staff shall be sufficiently trained and knowledgeable in working with and understanding the programmatic and security issues and concerns regarding the targeted youth population prior to providing direct services to youth.
- d. Applicant shall assign a female therapist to provide services to female youth. Services to male youth may be provided by either a male or female therapist.
- e. For out-of-state applicants, there shall be established prior to the provision of direct services to youth, a Hawaii-based staff or designee who shall assume the day-to-day responsibilities of establishing and implementing all necessary collaborations, programs, services, and requirements of the agreement.

2. Administrative

- a. The applicant is required to meet with the HYCF to discuss any aspect of the services.

- b. The applicant is required to actively participate and contribute to any aftercare/reentry initiatives supported by the OYS and HYCF. The applicant shall be open to make program and service adaptations that would support the successful implementation of a comprehensive aftercare/reentry program at the HYCF.
- c. The applicant is required to maintain detailed records of youth, program activities, and personnel records. Copies of pertinent information, such as progress reports and assessments, shall be submitted to the HYCF upon request.
- d. The applicant shall also be required to comply with applicable provisions and mandates of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The HIPAA regulates how individually identifiable health (medical and mental health) information is handled to ensure confidentiality.
- e. The applicant shall develop a written curriculum or manual that describes the program and service activities, objectives, and strategies. A description, outline or table of contents of the curriculum or manual shall be submitted with the proposal.
- f. The proposal shall describe the general process youth will follow through the program, from referral to discharge and aftercare, and the type of services to be provided at each phase of the program.
- g. The applicant shall describe any State and/or national accreditation, affiliation, or standards that will be used to guide the program.
- h. The applicant shall not utilize youth for any agency solicitation or political campaign purposes.
- i. The applicant may not charge youth and/or their families for program services.
- j. Services will normally be provided during non-school hours, including evenings and weekends. Services may be arranged during school hours with the approval of the HYCF and DOE. The dates and times of services shall be arranged with the HYCF.
- k. Applicant shall be required to abide by the policies, rules, and regulations of the HYCF and the OYS.

- l. A working agreement between the applicant and the HYCF shall be completed. The working agreement shall describe procedures regarding the processing of youth for sex offender or victim services, forms to be utilized, and the roles and responsibilities of each agency.
- m. Subcontracting arrangements may be allowed if the applicant is unable to provide components of the requested services directly. Copies of draft subcontract agreements must be submitted as an attachment to the proposal. All subcontracts must follow the pricing structure and all other requirements of this RFP.
- n. Applicant will be required to purchase, prior to the execution of a contract, a minimum of two million (\$2,000,000) professional liability insurance per occurrence and shall name the State as additionally insured.

3. Quality assurance and evaluation specifications

- a. All contracts shall be monitored by the OYS in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Contract monitoring shall include:
 - 1) The review of all requirements as stipulated in the contract, including a review of case files.
 - 2) Periodic site visits, scheduled and unscheduled, to review major program service areas, such as:
 - a) Staff qualification, organization, and effectiveness.
 - b) File maintenance and record keeping.
 - c) Liability issues.
 - d) Consumer satisfaction.
 - 3) Access to all materials, files, and documents relating to the provision of services. In addition, the HYCF may, at its discretion, observe individual or group sessions conducted by the therapist.
- b. The applicant must maintain for the term of the contract the system of evaluation developed by the HYCF and the OYS, including the use of evaluation tools and reporting forms. In addition, the

applicant must take corrective actions that the HYCF or OYS deems necessary in light of the evaluation data.

4. Output and performance/outcome measurements

Not applicable

5. Experience

Staff providing direct services to youth are required to have 2 years experience in providing sex offender and victim service to youth.

6. Coordination of services

Applicant shall work with agencies involved with youth to ensure services are appropriate and supportive of the goals established by the HYCF.

7. Reporting requirements for program and fiscal data

Contracts are programmatically and fiscally monitored by the OYS. Monitoring includes the review of program reports and services; invoices; and any issues applicable to services provided. Monitoring may take place at a variety of locations including the HYCF, applicant's administrative office, and the sites of service delivery.

C. Facilities

Not applicable.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing or Pricing Methodology to be Used

1. Pricing structure will be based on a fee for service basis utilizing a fixed unit rate. The fee for service pricing structure reflects a purchase arrangement in which the OYS pays the applicant for units of service delivered as specified in the contract, up to a stated maximum obligation. Contract amounts will be based on the fixed unit rate multiplied by the number of units purchased by the OYS.
2. Applicants shall be required to apply the Cost Principles on Purchase of Health and Human Services and other applicable federal cost principles and guidelines as appropriate and as required by the source of funding.

B. Units of Service and Unit Rate

1. A unit of service shall be defined as one (1) hour or a fraction thereof of direct services to youth or on behalf of the youth.

a. The applicant shall submit a hourly unit rate schedule for the following:

- Individual sessions
- Group sessions
- Assessments and re-assessments of youth
- Attendance at meetings requested by the HYCF
- Collateral contacts on behalf of the youth

The unit rates shall be inclusive of transportation, preparation of reports, and record keeping. Final unit rates will be negotiated upon award of contract.

b. Total units of service, unit rates, and total funding amounts allocated to the contract may be increased or decreased at any time, at the discretion of the OYS. Reasons for such increases or decreases include, but are not limited to, the program's performance, availability of funds, cost of living adjustments, utilization rates, and a shifting of needs and priorities.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (see 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form*
- *Table of Contents*
- *Program Overview*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Financial*
- *Other*

3.1 Program Overview (not to exceed 2 pages)

Applicant shall describe the proposed services, state the goals and objectives of the services, and describe how the services are designed to impact the needs of the identified target population

3.2 Experience and Capability

A. Necessary Skills

The applicant shall list the necessary *skills, abilities, and knowledge* relating to the delivery of transitional living program services and operation of a group home for youths. ***Do not list experiences*** in this section.

B. Experience

The applicant shall provide a *description of projects/contracts* relevant to the proposed services during the past two (2) years. For each project/contract, the applicant shall include references, including addresses, email, and phone numbers. The OYS reserves the right to contact references to verify the success of the listed projects/contracts.

C. Quality Assurance and Evaluation

The applicant shall describe its quality assurance and evaluation plan, including methods, instruments, and frequency of evaluation, for the proposed services.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

E. Facilities

Not applicable.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

The applicant shall describe a proposed staffing structure, client/staff ratio, and proposed caseload capacity appropriate for the viability of the services.

(Refer to the personnel requirements in the Service Specifications, as applicable.)

2. Staff Qualifications

The applicant shall describe the proposed qualifications, including experience, for each staff assigned to the program. These proposed qualifications should meet the minimal staff requirements of this RFP (refer to the qualifications in the Service Specifications, as applicable). Position descriptions and resumes of staff shall also be attached.

B. Project Organization

1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. Organization Chart

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

Applicant shall describe how each of the following activities will be addressed:

1. Risk and Needs Assessment
2. Case Management
3. Cognitive Behavior Program
4. Relapse Prevention
5. Additional Assessments
6. Referral to Appropriate Resources
7. Participation in Meetings
8. Staffing Overage
9. Reports
10. Training

3.5 Financial

A. Pricing Structure

The applicant shall submit as an attachment a cost proposal utilizing the pricing structure designated by the state purchasing agency. In the cost proposal, the applicant should propose a Unit Rate that covers the direct services provided to youth, including individual/group sessions, assessments, attendance at meetings, collateral contacts. Transportation, report preparations, and record keeping are inclusive shall be incorporated in the unit rates.

In addition, the following budget form(s) shall be submitted as attachments in support of the Proposal Application:

1. Form SPO-H-205 Budget
2. Form SPO-H-206A Budget Justification—Personnel: Salaries & Wages
Must Include All Scheduled Pay Raises
3. Form SPO-H-206B Budget Justification—Personnel: Taxes, Assessments & Fringe Benefits
4. Form SPO-H-206E Budget Justification—Contractual Services: Administrative
5. Form SPO-H-206F Budget Justification—Contractual Services: Subcontracts
6. Form SPO-H-206H Program Activities

All budget forms, instructions and samples are located on the SPO website (see Section 1.2 Websites referred to in this RFP).

B. Other Financial Related Materials

1. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

- a. Latest Single Audit Report of Financial Audit.
- b. Cost Allocation Plan, which demonstrates applicant's expenditures are allocated based on a plan that is reasonable, appropriate, and lawful.

2. Accounting Personnel

- a. Applicant must state which staff positions are responsible for maintaining accounting records and fiscal reporting and approximately the number of hours a week that are devoted to this function.

- b. Applicant shall describe what accounting qualifications are required for each of these positions if not detailed in the submitted Section III. Personnel: Project Organization and Staffing.
- c. Applicant shall state which staff positions will be responsible for filing timely expenditure reports and invoices required by this RFP.

3.6 Other

A. Litigation

The applicant shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment.

Section 4

Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

4.2 Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Proposal Requirements
- Phase 2 - Evaluation of Proposal Application
- Phase 3 - Recommendation for Award

Evaluation Categories and Thresholds

Evaluation Categories

Possible Points

Administrative Requirements

Proposal Application

100 Points

Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points

TOTAL POSSIBLE POINTS

100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist

2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

B. Phase 2 - Evaluation of Proposal Application (100 Points)

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered in response to the request for proposals. The applicant shall highlight the agency's mission and vision and the goals and objectives of the proposed service activity relative to the assessed needs and available resources of the target population and geographic region identified for the service delivery.

1. Experience and Capability (20 Points Total)

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills		6 Points
<ul style="list-style-type: none"> • The demonstrated skills, abilities, and knowledge ensure successful delivery of the proposed services. 		
B. Experience		6 Points
<ul style="list-style-type: none"> • The demonstrated two (2) years experience delivering similar services ensures successful delivery of the proposed services. 		
<ul style="list-style-type: none"> • References confirm experience <i>successfully</i> delivering similar services to a high risk target population. 		

C. Quality Assurance and Evaluation		5 Points
<ul style="list-style-type: none"> Quality assurance and evaluation plans and methodology are sufficient for ensuring high quality of the proposed services. 		
D. Coordination of Services		3 Points
<ul style="list-style-type: none"> The ability to coordinate services with other agencies and resources in the community is clearly demonstrated, as evidenced by supporting documents (Memoranda of Understanding/ Agreement, letters). 		
E. Facilities		N/A

2. Project Organization and Staffing (15 Points)

The State will evaluate the applicant's overall staffing approach to the service that shall include:

A. Staffing		
<ul style="list-style-type: none"> The proposed staffing pattern, percentage of FTE allocated to the project for each position, number of positions, client/staff ratio, and proposed caseload capacity are described and are sufficient to ensure effective program/service delivery. 		4 Points
<ul style="list-style-type: none"> The proposed minimum qualifications (including experience required) for staff assigned to the program are described and are sufficient to ensure quality program/service delivery. Job descriptions and resumes are attached, as applicable. 		4 Points
B. Project Organization		
<ul style="list-style-type: none"> Ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services is demonstrated. 		4 Points
<ul style="list-style-type: none"> Both the organization wide and program specific organization charts are sufficient to ensure program supervision and effective service delivery. 		3 Points

3. *Service Delivery (55 Points)*

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application and **Section 2. III-Scope of Work** for each service area of the RFP. The evaluation criteria for the service delivery section for each service area proposal are attached below:

The applicant's services provided to youth is research-based "best practices" that have demonstrated to be effective in identifying and reducing needs and risk factors, increasing assets, and reducing recidivism or anti-social behaviors in sex offenders and victims of sex abuse.	10 Points
The applicant submitted a sample of the type of risk and needs assessment instrument(s) to be utilized and described how it will re-assess the risk levels and needs of youth.	4 Points
The applicant submitted a description of the case management system to be utilized.	4 Points
The applicant articulated a description of their cognitive behavior modification plan including frequency of counseling sessions and described how changes in youth will be measured.	4 Points
The applicant provided a general description of its relapse prevention strategy.	4 Points
The applicant described a referral process to other appropriate community-based services.	4 Points
The applicant indicated participation in meetings with other pertinent agencies.	3 Points
The applicant presented a plan for staffing overage.	3 Points
The applicant described assessment and progress reports to be provided to HYCF staff.	3 Points
The applicant described how training will be provided to HYCF staff regarding etiology, sex offender and victim concepts and theories.	5 Points

The applicant submitted a description, outline or table of contents of the written curriculum or manual that describes the program and service activities.		7 Points
The applicant described the general process youth will follow through the program, from referral to discharge and aftercare, and the type of services to be provided at each phase of the program.		4 Points

4. Financial (10 Points)

<ul style="list-style-type: none"> Cost proposal includes a proposed unit rate for the service and supported by cost justification. 		5 Points
<ul style="list-style-type: none"> Proposed budget fully supports the scope of service and requirements of the Request for Proposal. 		3 Points
<ul style="list-style-type: none"> Adequacy of accounting system (evidence of, recent audit, and cost allocation plan) is described. 		1 Point
<ul style="list-style-type: none"> Positions and personnel responsible for fiscal operations and reporting identified, and qualified staff responsible for maintaining accounting records and filing required expenditure reports identified. 		1 Point

C. Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Draft Special Conditions

Proposal Application Checklist

Applicant: _____ RFP No.: _____

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express SPO Website*	X	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*	X	
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
<i>Federal Certifications</i>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				

*Refer to subsection 1.2, Website Reference for website address.

Proposal Application Table of Contents

1.0	Program Overview	1
2.0	Experience and Capability	1
	A. Necessary Skills	2
	B. Experience.....	4
	C. Quality Assurance and Evaluation.....	5
	D. Coordination of Services.....	6
	E. Facilities	6
3.0	Project Organization and Staffing	7
	A. Staffing.....	7
	1. Proposed Staffing	7
	2. Staff Qualifications	9
	B. Project Organization	10
	1. Supervision and Training	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
4.0	Service Delivery	12
5.0	Financial.....	20
	See Attachments for Cost Proposal	
6.0	Litigation.....	20
7.0	Attachments	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

SPECIAL CONDITIONS

1. **Insurance.** Paragraph 1.4, Insurance, General Conditions, is modified and the PROVIDER agrees to the following:

In order to protect the PROVIDER as well as the State of Hawaii, the STATE, and their officers and employees covered under the indemnification provision in this Contract, the PROVIDER shall obtain and keep in force throughout the period of this Contract the following insurance:

Automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The combined amount shall be at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with respect to bodily injury and to property damage. The PROVIDER's policy shall name the STATE, the State of Hawaii and their officers and employees as additional insured. Prior to or upon execution of this Contract, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also expressly provide that such insurance shall not be canceled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

If the PROVIDER is authorized by the STATE to subcontract, subcontractor(s) is not excused from the Indemnification and/or Insurance provisions of this Contract. The PROVIDER agrees to require its subcontractor(s) to obtain insurance in order to indemnify the STATE.

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided in this Contract for default of the PROVIDER.

The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of the PROVIDER or its authorized representatives.

2. **Confidential Information.** In addition to Paragraph 2.1, Confidentiality of Material, General Conditions, the PROVIDER further agree to the following:

All information and records about or for the clients served, secured from clients, the STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Contract, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To ensure the confidentiality of all such information and records, the PROVIDER shall immediately notify the STATE when inquiries for information, including subpoenas are made to the PROVIDER. The PROVIDER shall submit copies of all written requests for information, as well as subpoenas, to the STATE.

3. **Maintain Records.** In addition to Paragraph 2.3, Records Retention, General Conditions. The PROVIDER further agrees as follows:

The PROVIDER shall maintain statistical, clinical, and administrative records pertaining to services of this Contract. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Contract. All records shall be

retained and made accessible for a minimum of six years after the date of submission of the PROVIDER's final report to the STATE; provided that, in the event any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 6-year period, the PROVIDER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 6-year retention period, whichever occurs later.

4. **Equipment.** All equipment purchased with contract funds under this Contract including items of personal property, as distinguished from real property, that has an acquisition cost of \$1,000.00 or more per item and with an expected life of more than one year, shall remain the property of the STATE. All equipment purchased with contract funds must have prior approval from the STATE before purchase to be allowable. Following the Contract period, all equipment shall be reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.
5. **Publications.** The PROVIDER shall submit all reports and written publications resulting from this Contract for review, comment and approval prior to publication. Any publications (written, visual or sound), whether published at the PROVIDER's or STATE's expense, shall contain the following statements (Note: This excludes press releases, newsletters, and issue analyses):

This project was supported by a Contract from the Office of Youth Services, Department of Human Services, State of Hawaii (and if applicable, the name and federal award number of a federal grant funding the contract).

The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of Youth Services (and if applicable, the federal grant agency).

7. **HIPAA.** In this Contract "HIPAA" means the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, Pub. L. No. 104-191. PROVIDER is a "health care provider" under HIPAA. A "covered entity" is a health care provider that transmits information in a standard electronic transaction under 45 CFR Parts 160 and 162. If PROVIDER is or becomes a "covered entity", then PROVIDER must comply with all of the rules adopted to implement HIPAA, including rules for privacy of individually identifiable information, security of electronic protected health information, transactions and code sets, and national employer and provider identifiers. See, 45 CFR Parts 160, 162, and 164.
8. **Federal Audit Requirement.** The PROVIDER, when required, shall have an independent certified public accountant conduct a financial and compliance audit in accordance with the guidelines of the Office of Management and Budget (OMB) Circular No. A-133, "Revised, Audit Requirements for the State, Local Governments, and Non-Profit Organizations."
9. **Campaign Contributions by State and County PROVIDERS Prohibited.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State and County government PROVIDER during the term of the contract if the PROVIDER is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.